

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS

FOR

CITY OF CASA GRANDE
LANDFILL SCALEHOUSE**

CITY COUNCIL:
Mayor Robert Jackson
Mayor Pro Tempore Matt Herman
Dick Powell
Steven Q. Miller
Mary Kortsen
Karl Montoya
Lisa N. Fitzgibbons

CITY MANAGER:
Jim Thompson

CITYCLERK:
Remilie Miller

PUBLIC WORKS DIRECTOR:
Kevin Louis

CITY ENGINEER:
Gregory B. Smith, P.E/P.S

PROJECT ENGINEER:
Abdul Rashid, PE, CFM

Project No. 10-lan-2907
February, 2012

CITY OF CASA GRANDE
NOTICE OF INVITATION FOR BIDS

LANDFILL SCALEHOUSE

| | |
|--|---|
| BID DUE DATE: | March 20, 2012 1:30 P.M. LOCAL AZ TIME |
| SUBMITTAL LOCATION: | City of Casa Grande City Clerk's Office 510 East Florence Blvd. Casa Grande, AZ 85122 |
| PRE-BID CONFERENCE DATE: TIME: LOCATION: | March 08, 2012 10:30 A.M. LOCAL AZ TIME North Operations Center 3181 North Lear Avenue Casa Grande, Arizona 85122 |

Any requests for **procedural** clarification or additional information regarding the submission of this Invitation to Bid shall be directed to:

City of Casa Grande Clerk's Office
510 East Florence Blvd.
Casa Grande, AZ 85122

Requests for **technical or other** information shall be directed to:

Abdul Rashid, PE, CFM
Civil Engineer
(520) 421-8625

INTERESTED BIDDERS MAY OBTAIN A COPY OF THIS SOLICITATION BY VISITING OUR WEBSITE AT WWW.CASAGRANDEAZ.GOV OR CALLING THE CITY CLERK'S OFFICE (520) 421-8600.

Competitive sealed bids for the specified material or service shall be received by the City of Casa Grande Clerk's Office, 510 E. Florence Boulevard, Casa Grande, Arizona 85122, until the time and date cited. Bids received by the correct time and date shall be publicly recorded. The City of Casa Grande takes no responsibility for informing recipients of changes to the original solicitation documents. Failure to submit amendments with the solicitation response shall be grounds for deeming bid non-responsive.

Bids must be in the actual possession of the Clerk's Office at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the City of Casa Grande City Clerk's office clock.

Bids must be submitted in a sealed envelope. The **Bidder's name and address** should be clearly indicated **on the outside** of the envelope. All bids must be completed in blue or black ink or typewritten. Questions must be addressed to the persons listed above.

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CITY OF CASA GRANDE, ARIZONA

NOTICE OF BID

The City of Casa Grande will receive sealed bids for the following:

LANDFILL SCALEHOUSE

Each bid shall be in accordance with the specifications and instructions on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122, where copies can be obtained by visiting our website at www.casagrandeaz.gov or calling the City Clerk's Office (520) 421-8600.

All bids must be submitted by **Tuesday, March 20, 2012 at 1:30 P.M.**, City time to the City Clerk, Remilie Miller, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. The bid opening will take place on **Tuesday, March 20, 2012 at 1:30 P.M.** in the Main Conference Room (2nd Floor), 510 East Florence Boulevard, Casa Grande, Arizona, 85122.

Bids must be addressed to:

**Remilie Miller
City Clerk
City of Casa Grande
510 East Florence Boulevard
Casa Grande, Arizona 85122**

The envelope must be boldly marked:

**BID ON: LANDFILL SCALEHOUSE
FOR THE CITY OF CASA GRANDE
BID OPENING: MARCH 20, 2012 AT 1:30 P.M.**

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Bids, or to reject any or all bids; to be the sole judge of the suitability of the materials offered, and to award a contract or contracts for the furnishing of one or more items of the services it deems to be in the best interest of the City.

/s/ James V. Thompson
City Manager

INFORMATION TO BIDDERS

I. SECURING BID DOCUMENTS

- A. Specifications and other bid document forms are available at the following location:

Remilie Miller
City Clerk
City of Casa Grande
510 E. Florence Blvd.
Casa Grande, Arizona 85122
(520) 421-8600

- B. Exhibits and Specifications can be obtained by visiting our web site at www.casagrandeaz.gov or calling the City Clerk Department (520) 421-8600.

II. ADDITIONAL INFORMATION

Abdul Rashid, PE, CFM
Civil Engineer
City of Casa Grande
510 E. Florence Blvd.
Casa Grande, AZ 85122
(520) 421-8600
Extension: 3342

III. CONTENT OF BID

The Bid package should contain the following:

- * Call for Bids Notice
- * Information to Bidders'
- * General Information/Bid Specifications
- * Bid Form
- * Check List (If applicable)
- * Certification of Bid

IV. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request for Bids, or finds discrepancies in or omissions from the specifications, the Bidder may submit to the City Clerk, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by the City, and a copy of such Addendum will be mailed or delivered to each person who received a Bid Packet.

All addendums will be forwarded to the City Clerk's Office to be included in the Original Bid Packet. The City will not be responsible for any other explanation or interpretation of the Request for Bids.

V. ANY ADDENDUMS OR BULLETINS

Any addendums or bulletins issued by the City during the time of bidding or forming a part of the documents provided to the Bidder for the preparation of the bid shall be covered in the bid and shall be made part of the contract. No addendums will be issued closer than five (5) days prior to the bid opening.

VI. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for the opening of bids.

VII. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of these guidelines. The Bidder shall be responsible for costs incurred in the proposal preparation and delivery.

VIII. SCHEDULE

The following schedule is planned, but subject to change at the sole discretion of the City:

| | |
|--|-----------------------------------|
| Call For Bid | February 27, 2012 |
| Pre Bid Meeting and Site Visit | March 08, 2012 |
| Last Date to Submit Bids | March 20, 2012 |
| Bid Opening | March 20, 2012 |
| Bid Review | March 26, 2012 |
| Bid Award (1 st City Council Reading) | April 16, 2012 |

IX. EVALUATION PROCESS

Bids that are judged by the City to be unresponsive or materially incomplete will be immediately rejected. Finalists will be selected from the remaining Bidders.

The City will perform whatever research it deems necessary into the Bidder's history, financial viability and references. The Bidder shall cooperate with the City Engineer or his designated representative by providing appropriate information.

X. EVALUATION CRITERIA

The following elements, in addition to price, shall be given consideration in evaluating the qualifications of and degree of responsibility to be credited to the Bidder: (1) the ability, capacity and skill of the Bidder to perform the contract; (2) the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; and (3) whether the Bidder can perform the contract within the times specified.

Each Bidder shall demonstrate to the satisfaction of the City that the Bidder has sufficient qualifications to perform the work under this contract. The burden to demonstrate such qualifications shall be on the Bidder. The Bidder must be licensed and registered as a Contractor in accordance with the laws of the State of Arizona (which is required in order for a Bidder to submit a bid hereunder). **Each Bidder must have successfully completed three (3) similar projects in the past 5 years and must submit the Contractor Experience/References.** The projects must have been performed satisfactorily, have been of like nature, magnitude and comparable difficulty.

Each Bidder shall be skilled and regularly engaged in the general class and type of work called for under this contract. It is the intention of the City to award this contract to a Bidder who furnishes satisfactory evidence of its key personnel's, and its proposed subcontractors', requisite experience and ability and of sufficient capital, facilities, and plant to enable prosecution of the work successfully and properly and within the time named in the contract.

XI. EXAMINATION OF SITE

Bidders must satisfy themselves by personal examination of the location of the proposed work as to the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute, complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

XII. UNIT BID ITEMS

The preliminary opinion of quantities of work to be done as indicated by the unit bid items are approximate as shown in the Contract Documents, and are given as a basis for the comparison of bids. The City does not expressly, or by implication, agrees that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work at the unit or lump sum prices stated in the bid form. The Bidders shall not at any time after the submittal of their bids have any claim for damages as a result of the lowering of anticipated profits or the loss of profits because of any difference between the quantities of work actually done and those stated in the bidding sheets.

All work as set forth in the Contract Documents is to be accomplished. Bidder shall include in the bid item or items, of work, funds to allow for compensation for all work for which specific bid items are not provided.

XIII. DELIVERY OF PRODUCT/COMPLETION OF WORK

The Contractor shall complete all submittals within fourteen (14) calendar days of the notice to proceed. **The work described herein must be complete within 90 calendar days of the notice to proceed.**

XIV. EXECUTION OF AGREEMENT

The successful Bidder will be required to enter into a formal agreement that is consistent with the bid package outlined within. The Bidder to whom the Contract is awarded by the City shall within 15 days after notice of award and receipt of Agreement forms from the City, sign and

deliver to the City all required copies of said Agreement. (Sample of Agreement attached in bid packet – specifics may change to comply with bid specifications)

XV. MISCELLANEOUS INFORMATION

- A. All prices quoted will reflect the total to the City for the item/project/service and shall include all applicable taxes, and other charges.
- B. The City will not honor any invoices or claims that are tendered sixty (60) days after the close of the City's fiscal year for work completed.
- C. The City is not responsible for any Bidder's, or their subcontractor's, errors or omissions.
- D. All bids submitted to the City are to remain firm for a minimum period of ninety (90) days from the date the bids are officially opened.
- E. The selected bid is not officially accepted until such time as the successful Bidder receives written notice of acceptance from the City Clerk.
- F. If the successful bidder conducts business inside the City Limits, then a business license number is required.
- G. Where the Bidder is a corporation or other type of legal entity, bids must be signed in the legal name of the entity followed by the name of the state of incorporation or place of formation, and the legal signature of an officer authorized to bind the entity to a contract.

XVI REJECTION OF THE BID

OWNER reserve the right to reject any and all bids received.

LANDFILL SCALHOUSE

1. GENERAL INFORMATION

I. INTRODUCTION

The City of Casa Grande is accepting proposals from qualified contractors for the installation of a new scalehouse at the City's landfill. The City landfill site, located at Interstate-8 and Chuichu Rd (Indian route 15), has an existing scale and scale house. With the growth and future expansion, the City seeks to expand the facility by installing an additional scale (similar to one existing onsite) and a manufactured scale house of not less than 1000 sq ft as shown in the site plan. This contract covers only the scalehouse portion along with the extension of utilities which may be required to run the future scale. The manufactured scale house must provide enough office space to operate inbound and outbound traffic as shown on the attached site plan. Contractor is responsible for obtaining all necessary permits, including structural and electrical. Any professional services required to obtain the required permit to and/or to install the improvements per the attached plans, are to be considered incidental to the installation. The work may also involve permitting from County and state departments.

The project is a performance base construction contract in which any professional services required are considered incidental. The contractor shall provide all labor and materials necessary to furnish and install scalehouse. The contractor may propose alternatives for the purpose of meeting or exceeding expectations. However, any alternatives need to be approved by the City Engineer.

II. BACKGROUND

The City of Casa Grande landfill consists of approximately 165 acres of land under operations providing landfill services.

III. PROJECT OBJECTIVE

The objective of this project is to meet the expanding needs and services of the City landfill site.

2. PRE-BID CONFERENCE

Perspective Bidders are invited to attend a mandatory pre-bid conference to be held on March 08, 2012, 10:00 A.M. Local Arizona Time, at the North Operations Center located at 3181 North Lear Avenue, Casa Grande, AZ 85122, which will be followed by the tour of the Facility. The purpose of this conference will be to clarify the contents of this Invitation for Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation for Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation for Bid. Oral statements or instructions shall not constitute an amendment to this Invitation for Bid.

3. SUBMITTING BIDS

- (1) No bid will be considered unless it is made upon the proposal form(s) contained in and submitted with the project proposal pamphlet. No project proposal pamphlet shall be disassembled. All blank spaces for proposal prices must be filled in, in ink, typewritten or printed, in both words and figures.

- (2) A bid may be withdrawn prior to the time set for opening of bids.
- (3) Bids received after the time and date specified in the "Notice of Bids" will be returned unopened to the Bidder.

4. **BID BOND REQUIREMENTS**

- (1) No proposal will be read unless accompanied by a proposal guarantee in the form of a certified or cashier's check, or surety bond in the amount of 10% of the contract amount. The guarantee shall be made payable and acceptable to the City of Casa Grande.
- (2) Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and acceptable City of Casa Grande and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.
 - (a) All proposal guarantees except those of the three lowest qualified Bidders will be returned immediately following the opening and checking of proposals. The proposal guarantee of the three lowest qualified Contractors will be returned immediately after the contract documents have been executed.

5. **AWARD AND EXECUTION OF THE CONTRACT**

- (1) The contract will be awarded, or all bids rejected, as soon as practical after the date of opening of bids, as stated in the "Notice of Bid". The contract will be awarded within 90 days after the bid opening date, unless agreed upon in writing by both parties to the contract.

Award of this contract will be for the lowest qualified Unit price.
- (2) Protest Procedure: All bid protests shall be submitted, and will be decided, pursuant to Casa Grande City Code Section 3.04.170. The City of Casa Grande reserves the right to reject any or all bids, to waive irregularities of information in any bid, and/or to take any steps determined prudent in order to resolve the protest.
- (3) Bonds in the following amounts will be required ten (10) working days after notice of award and receipt of contract:
 - (a) Bond for benefit of labor and material suppliers, 100 percent of the bid price.
 - (b) Bond for performance of contract, 100 percent of the bid price.
- (4) Information relative to execution of the contract documents may be obtained from the City Clerk's Office, City of Casa Grande, 510 E. Florence Blvd., Casa Grande, Arizona 85122.

6. **START AND COMPLETION OF WORK**

- (1) Work shall start within ten working days after the starting date set forth in the "Notice to Proceed" and shall be completed within 90 calendar days of said starting date. The time allowed for completion of the work includes "lead time" for obtaining necessary materials and/or equipment.
- (2) Liquidated damages in the amount of five hundred dollars (\$ 500) per calendar day may be assessed for each day the Work remains incomplete after the scheduled and agreed upon completion date.

7. **QUANTITIES**

- (1) All quantities stated on the bid form are subject to adjustment dictated by City requirements. Quantities at variance with the stated bid quantities may be purchased as required during the term of the agreement at the quoted prices, except as otherwise noted herein.

8. **MEASUREMENT AND PAYMENT**

- (1) Measurement of the various items in the proposal shall be of each item of completed work, with no allowance for waste.
- (2) Payment for the various items in the proposal will be made at the unit price bid in the proposal and shall be compensation in full for furnishing all materials, labor, tools, equipment, and appurtenances necessary to complete the work in a satisfactory manner as shown on the plans and as required in the specifications with all connections, testing, and related work completed. Each item, fixture, piece of equipment, etc., shall be completed with all necessary connections and appurtenances, for the satisfactory use and operation of said item unless specifically called for in the proposal.
- (3) Total quantities indicated in the proposal are approximate and for bidding purposes only.
- (4) Partial payments may be made once a month based upon satisfactory completion of work in progress. No payment will be made for amounts less than Five Hundred Dollars (\$500.00).
- (5) A retainage of 10 percent shall be deducted from all partial payment requests up through completion of fifty percent of the scheduled construction activities. A retainage of 5 percent will be subtracted from all subsequent partial payment requests to insure satisfactory completion of the work by the contractor. The retainage shall be released to the contractor upon final acceptance of the contractor's final invoice.

In accordance with State statutes, the contractor may post securities in an escrow account in lieu of the 10% retention. The worth of the securities shall be of an amount equal to or greater than 10% retention.

9. INSURANCE REQUIREMENTS

- (1) Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide and maintain, until the work is completed and accepted by the City, minimum insurance coverage as required in Section 103.6 of Maricopa Association of Governments (M.A.G) Specifications General Conditions except as otherwise indicated in the City Contract Documents.
- (2) Within ten (10) working days after notice of award and receipt of contract, the contractor shall submit to the City Engineer a "Certificate of Insurance" form completed by his insurance carrier or agent certifying that minimum insurance coverage's as required are in effect and will not be canceled or changed until 10 days after written notice is given to the City of Casa Grande.
- (3) These policies shall not expire until all work has been completed and the project has been accepted by the City of Casa Grande. (If a policy does expire during the life of the contract, a renewal certificate of the required coverage must be sent to the City of Casa Grande not less than five (5) days prior to the expiration date.)
- (4) The Contractor shall purchase and maintain, during the contract time, insurance as listed in the Contract. The contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the City of Casa Grande.

The certificate of insurance shall name as additional insured the City of Casa Grande. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona, or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

Additionally, the Contractor will be required to purchase and maintain Worker's Compensation insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation insurance, including occupational disease provisions, for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Also:

| | |
|--------------------------------|--|
| Property Damage Insurance | \$500,000 each person \$1,000,000 each accident |
| Protective Liability Insurance | \$500,000 each person \$1,000,000 each accident |

10. AFFIDAVIT FORMS

- (1) The Affidavit of Non-Collusion form in this proposal must be filled out completely by each CONTRACTOR prior to the time set for opening of bids.

11. PERMITS AND FEES

- (1) Payment of fees for permits issued by the City of Casa Grande for work conducted within any City of Casa Grande rights-of-way normally requiring a permit from the City will be waived.

- (2) City business licenses will be required of the prime contractor and all subcontractors performing work within the City of Casa Grande.

12. **CONTRACTORS LICENSE LAW**

Contractor shall comply with, and require all subcontractors to comply with State and City Contractors License Law, and be duly registered and licensed there under. Contractors shall comply with the provisions of "an Act to Regulate the Business of the Contracting", Title 32, Chapter 10, Arizona Revised Statutes and "Rules and Regulations for Contractors", dated March 1969, or the latest revision thereof adopted under the provisions of A.R.S. Title 32, Chapter 10.

13. **SUMMARY OF ITEMS TO BE SUBMITTED WITH BID**

- (1) Proposal Forms - Completely executed and signed (P/1 thru P/4).
- (2) Certification of Bid.
- (3) Bid Security - Acceptable Surety Bond, Certified Check or Cashier's Check in the amount of not less than ten percent (10%) of the total bid price.
- (4) Affidavit of Non-Collusion (AN/1).

14. **BID SUBMITTAL DEAD LINE**

- (1) Sealed bids marked "Landfill Scalehouse" will be received on or before March 20, 2012 at 1:30 P.M. in the office of the City Clerk, Casa Grande City Hall, 510 E. Florence Blvd., Casa Grande, Arizona, 85122. Bids will be opened and read aloud immediately thereafter.

BID PROPOSAL
CASA GRANDE LANDFILL SCALEHOUSE

Place_____

Date_____

City Engineer
City of Casa Grande
Casa Grande, Arizona

In compliance with your invitation for bids and all conditions of the Contract Documents, the undersigned _____, a corporation organized under the _____ laws _____ of _____ the _____ State _____ of, * _____, a partnership consisting _____

or _____ individual _____ trading _____ as _____

in the City of _____, having examined the Contract Documents, site of work, and being familiar with conditions to be met, hereby proposes and agrees to furnish and provide all materials, labor, construction equipment, and everything necessary for completion of the work described in the "Notice for Bids for the City of Casa Grande", and to construct the same and install the material therein for the Owner in a good and workmanlike manner and to the satisfaction of the Owner, through its Engineers and under the direction and supervision of its Engineer, or their properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans prepared by the Engineers for the Owner, and with such modification of same and other documents that may be made by the Owner through its Engineers or their properly authorized agents, as provided herein, at the following unit prices for the work described:

*Insert names of president, secretary and treasurer of corporation.

BID SCHEDULE**LANDFILL SCALEHOUSE****BASE BID:**

| Item No. | Description | Quantity | Cost | Remarks/Description |
|----------|--------------------------------|----------|------|---------------------|
| 1. | Furnish and Install Scalehouse | 1 | | Lump Sum |
| 2. | Utilities Installation | 1 | | Lump Sum |
| 3. | Empty 2" Conduits | | | LF |

BASIS FOR BID

The contractor must bid the Base Bid in its entirety.

ACCEPTANCE OF PROPOSAL

Award of this contract will be for the lowest qualified base bid or the lowest qualified total of the base bid.

I. BASE BID – LANDFILL SCALEHOUSE

TOTAL \$ _____

The undersigned hereby declares that he/she has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid.

The undersigned understands that any quantities stated or implied in the specifications or elsewhere in the Contract Documents are approximate only, and are subject to increase or decrease, and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the specifications.

The undersigned understands that his proposal shall be submitted with a proposal guarantee of Certified Check, Cashier's Check or Surety Bond for an amount not less than 10 percent of the amount bid, Certification of Bid and a completed Affidavit of Non-Collusion.

The undersigned agrees that upon receipt of the Notice of Award from the City of Casa Grande he will execute the contract documents and furnish the required bonds and certificates of insurance.

Respectfully submitted,

By _____
Officer & Title

ATTEST:

Officer and Title

(Give CONTRACTOR's full address)

Witness: if CONTRACTOR is an individual

* _____

The CONTRACTOR hereby acknowledges receipt of and agrees his proposal is based on the proceeding Addenda:

*Addresses of corporate
 officers or partners if
 different than business
 address.

 Contractor

By _____

License No. _____

Classification _____

CERTIFICATION OF BID**FOR****LANDFILL SCALEHOUSE**

CONTRACTOR hereby certifies by signing and submitting this bid, which includes Notice of Bids, Information to CONTRACTOR, Bid Specifications, Bid Form, Issued Addenda and Certification of Bid that they have read and fully understand, and will comply with said invitation for bids.

Corporate Name

Address

City, State, and Zip

Type of Entity

State of Incorporation

Phone Number

Casa Grande Business
License Number (if Applicable)

Signature of Authorized Officer

Print Name of Authorized Officer

Title of Authorized Signatory

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, we,
 _____, as
 Principal, (hereinafter called the Principal), and the _____,
 _____, a corporation
 duly organized under the laws of the State of _____, as Surety, (hereinafter called the
 Surety), are held and firmly bound unto the City of Casa Grande as Obligee, in the sum of Ten
 Percent (10%) of the total amount of the bid of Principal, submitted by him to the City of Casa
 Grande for the work described below, for the payment of which sum, well and truly to be made, the
 said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors
 and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, the said Principal is herewith submitting its proposal for the CASA GRANDE
 LANDFILL SCALE HOUSE.

NOW, THEREFORE, if the City of Casa Grande shall accept the proposal and give such Bonds and
 Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety
 for the faithful performance of such contract and for the prompt payment of labor and material
 furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such
 contract and give such Bond and Certificate of Insurance, if the Principal shall pay to the City of Casa
 Grande the sum of money set forth above as liquidated damages for failure of the Principal to enter
 into the contract, then this obligation shall be null and void, otherwise to remain in full force and
 effect.

Signed and sealed this _____ day of _____, A.D., 2012

Principal

Title

Witness:

Surety

Title

Witness:

AFFIDAVIT OF NON-COLLUSION

STATE OF ARIZONA)
COUNTY OF _____) ss

(NAME)

BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That he/she is _____
(TITLE)
of _____
(NAME OF BUSINESS)

That pursuant to Section 44-1404 of the Arizona Revised Statutes, he certifies as follows:

That neither he/she nor anyone associated with the said

(NAME OF BUSINESS)

has, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Project:

CITY OF CASA GRANDE LANDFILL SCALEHOUSE

(NAME)

(TITLE)

(NAME OF BUSINESS)

Subscribed and sworn to before me this _____ day of _____,
2012.

(NOTARY PUBLIC)

My Commission Expires:

SAMPLE CONTRACT FOR SERVICES

THIS CONTRACT is entered into this the day of , 2012, by and between (hereinafter known as "Contractor"), a authorized to do business in the state of Arizona, whose address is , and the City of Casa Grande (hereinafter known as "City"), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform services for a project known and described as " ".

1. Scope of Contractor's Services.

The contractor agrees to provide services to the City to complete the design of a , consistent with the Scope of Work and in the timeframe identified as Exhibit "A" and incorporated herein by reference. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services.

Payment to the Contractor for services rendered under this Agreement shall be a sum total of \$ (which includes \$ for reimbursable expenses), as set forth in Exhibit "B". Where Exhibit "B" requires payments by City on a monthly basis for the percentage of the work completed, payment shall be based upon billings supported, unless otherwise provided in Exhibit "B", by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and total number of hours for the month), equipment or materials supplied or used, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the City, the City will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract that are not part of the agreed upon reimbursable expenses. Where required, the City shall, upon receipt of appropriate documentation, compensate the Contractor no more often than monthly through the City voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting.

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

4. Independent Contractor.

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

5. No Guarantee of Employment.

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

6. Taxes.

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

7. Regulations and Requirement.

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

8. Right to Review.

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

9. Modifications.

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default.

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience.

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

12. Equal Opportunity.

This Agreement, and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

13. Venue and Choice of Law.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.

14. Insurance.

14.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this subsection 14. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor's insurer shall have a

minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

14.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Agreement.

14.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- \$1,000,000 for each occurrence of bodily injury and property damage; and
- \$1,000,000 for personal injury;

14.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor's services.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

14.1.6 Professional Liability. The Contractor retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

14.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

14.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

14.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

14.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

14.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande's benefit.

14.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

15. Withholding Payment.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

16. Future Non-Allocation of Funds.

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

17. Protection of Licensee Data.

Contractor warrants that the Contractor's installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

18. Contractor Commitments, Warranties and Representations.

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement.

Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

20. Disputes.

20.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

20.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

20.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced.

All writings, programs, data, public records or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

22. Conflict of Interest.

The Contractor agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the Contractor agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the Contractor gains such interest during the course of this Contract.

If the Contractor gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Contractor shall not engage the services on the Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

The Contractor agrees that it shall not perform services on this Project for the contractor, subcontractor, or any supplier.

The Contractor shall not negotiate, contract, or make any agreement with the contractor, subcontractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

23. Covenant Against Contingent Fees.

The Contractor affirms that he has not employed or retained any company or person, other than a bona fide employee working for the Contractor to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

24. Indemnification.

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss or use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set for the herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

25. Confidentiality.

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

26. Public Disclosure.

In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

27. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

28. Severability.

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

29. Waiver.

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

30. Survival.

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 29, 33 and 34 and the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

31. Discrimination.

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

32. Entire Agreement.

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. E-Verify.

To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

34. Compliance with A.R.S. §35-391.06 and 35-393.06

Contractor, and his/her firm, certifies that it does not have, nor will it for the duration of this contract have, scrutinized business operations in Sudan or Iran as defined in A.R.S. § 35-391.06 and 35-393.06.

Dated this the _____ day of _____, 20____.

City of Casa Grande, an Arizona
municipal corporation.

By: _____

James V. Thompson,
City Manager

By: _____

Attest:

Remilie Miller, City Clerk CMC

Approved as to form:

Brett Wallace, City Attorney

State of _____)
) ss
County of _____)

Acknowledgment

On this _____ day of _____, _____, _____ personally appeared before the undersigned and acknowledged _____self to be the _____ of _____, being authorized so to do, executed the Agreement between _____ and the City (identified in City of Casa Grande records as C.G. Contract No. _____) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT “A”—SCOPE OF SERVICES

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PREMISES:

That, _____ (hereinafter called the Principal), as
Principal, _____ and
_____, a
corporation organized and existing under the laws of the State of _____, with its
principal office in the City of _____, (hereinafter called the Surety), as
Surety, are held and firmly bound unto the City of Casa Grande, State of Arizona (hereinafter call the
Obligee) _____ in _____ the _____ amount _____ of
_____ Dollars
(\$_____), for the payment whereof, the said Principal and Surety bind themselves, and
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal intends to enter into a certain written contract with the Obligee for the
construction of the "City of Casa Grande LANDFILL SCALE HOUSE" which contract is hereby
referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal is awarded said contract and shall faithfully perform and fulfill all the undertakings,
covenants, terms, conditions and agreements of said contract during the original term of said contract
and any extension thereof, with or without notice to the Surety, and during the life of any guaranty
required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms,
conditions, and agreements of any and all duly authorized modifications of said contract that may
hereafter be made, notice of which modifications to the Surety being hereby waived; then the above
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34,
Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be
determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it
were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands this _____ day of _____, 2012

PRINCIPAL

SEAL

AGENCY OF RECORD

BY

SURETY

SEAL

AGENCY ADDRESS

BY

LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PREMISES:

That, _____ (hereinafter called the Principal), and

_____,
a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Casa Grande, State of Arizona (hereinafter call the Obligee) in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal intends to enter into a certain written contract with the Obligee for the construction of the "City of Casa Grande Landfill Scalehouse" which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal is awarded said contract and shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond having been required of the said Principal in order to comply with the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Title, Chapter and Article, to the same extent as if they were copies at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands this _____ day of _____, 2012.

PRINCIPAL SEAL

AGENCY OF RECORD

BY

SURETY SEAL

AGENCY ADDRESS

BY

TECHNICAL SPECIFICATION

LANDFILL SCALE HOUSE

1.0 ABBREVIATED SCOPE OF WORK

The project is a performance based construction contract in which any professional services required are to be considered incidental.

The work required under this project consists of but not limited to:

- Installation of a manufactured scale house according to the site plan provided and the connections to the existing and/or constructed utilities. Relocate the existing scale operating system to new scalehouse and connect all the utilities needed to operate the landfill site (the existing scale stays).
- When complete the facility is to provide a stable and level working and walking surface.
- Contractor is to pull any and all the permits required by either the City, County, or the State in order to perform the work described herein. The fees for such permits will be reimbursable by the City.
- The contractor shall provide all professional services required to finish this project and hand over an operational system for the staff use.
- The Contractor shall provide all labor and materials necessary to furnish and install all components of site improvements. Contractor is to provide a complete and working existing scale and new scale house system.
- Contractor is to provide all product Warrantees and Operations and Maintenance manuals and other necessary information to operate the site.

2.0 SCALE HOUSE

The contractor shall furnish and install a pre-manufactured scale house of a type equal to the Cavco Homes Model CG 2063-IBC Scale House or an equivalent alternate as approved by the City.

- 2.1 Contractor is to install the scale house in the location indicated on the attached site plan – location is to be relative to the existing scale and relocate the existing scale operating system to new scalehouse.
- 2.2 Contractor shall install the new scale house per the manufacturer's requirements on foundations and the recommendations of a geotechnical and a structural engineer (Arizona). A geotechnical exploration soil report has been provided at the end of this package.
- 2.3 Concrete test samples at time of the pour shall also be required and test results shall be documented. Subject to approval of the City debris may be disposed off at the landfill at no cost to the contractor.
- 2.4 Contractor shall extend/install the utilities per Section 3.0 below to the scale house make them functional at and in the unit.

- 2.5 Install HVAC unit to include all necessary electrical connections; all electrical to be underground where possible. Units must be sized appropriately to adequately cool and heat the facility. Install new wall mount thermostats to control system.
- 2.6 Provision of electrical outlets inside and outside of the building per the plan attached and at the appropriate locations.
- 2.7 Install a 2'x2' access panel with at least two entry ports on the outer rear of computer room as shown on the plan attached. At least one 2" empty conduit should be installed for access control.
- 2.8 Additional electrical outlets will be needed per the attached plan and at appropriate locations. For the computer room and communication utilities, AC Power is required at the remote display and one ¾" conduit for communications from the indicator to the remote.
- 2.9 Security camera systems need to be removed from old building and installed on the new building.
- 2.10 The elevation of the scalehouse relative to the existing scale shall be such that the elevation of the floor shall be 2 feet above the average elevation of the weighbridge of the existing scale.
- 2.11 Contractor is to coordinate with scalehouse manufacturers for any/all foundation requirements and establish the appropriate site specific foundation design.

3.0 UTILITIES

Installation of all underground and above ground utilities shall be provided necessary to provide an operational existing scale and scale house assembly as shown on the conceptual site plan attached. Contractor shall obtain any and all permits required.

- 3.1 Utilities and any other related work must be installed without interruption to daily operations of the landfill site. Contractor must coordinate with Landfill staff for any work which may interrupt the operation of landfill and schedule to perform that work after landfill business hours or during holidays. The existing portable generator present on site is Miller Bobcat 225G 8000 watts which can be used only when needed at the new building.
- 3.2 The required utilities onsite are shown on the conceptual site plan attached. Contractor is to verify the location of existing utilities and capacities available. Gathering of the sizes, locations of other utility information is the sole responsibility of the bidders. Bidders may visit the site during business hours to obtain data needed for bidding.
- 3.3 Utilities may be connected to existing or installed separately depending on the available capacity of existing utilities. Contractor shall provide all the necessary utilities needed for the operation of existing scale as well as future scale (similar to existing scale).
- 3.4 San Carlos Irrigation Project is the electricity provider for existing operations (See proposed Site Plan). APS power lines are also available in the vicinity of the project site. Extension/upgrade of existing system is desired. However, a new commercial service may be allowed by the City, if needed. Contractor is to fill out the application and consider the lead time for design. The property address is: 5200 South Chuichu Road, Casa Grande, AZ 85122.
- 3.5 In the event the contractor encounters landfill type debris, the contractor can, with prior City approval, dispose of such debris into landfill at no charge. If, as a result of the need to dispose of such debris supplemental soil is required to complete the backfill of the utility trench(s) said material will be provided to the contractor at no cost. The contractor will be responsible

to pick up the material from the place(s) designated by the City and to transport to the area(s) needing supplemental materials.

- 3.6 The underground utility conduits can be schedule 40 PVC, or approved equal, with adequate cover to withstand traffic loading in all weather conditions. Steel sweeps will be required for risers from the underground conduits.
- 3.7 The contractor is to pull 6 pair fiber and 1 - 25 pair copper (with lightening arrestors) running from the old building to the new building to computer room. Antenna on the old building needs to be moved to the new building's roof, City I.T. department will align once it is moved and installed. I.T. will also assist in direction of this antenna's installation. All data and phone drops need to be pulled and terminated with cubes from the various offices to 2 - 48 port patch panels in the computer room. Patch panels should be installed on a floor mounted rack with the rack being grounded. This rack should be a four post 44U, at least 19 inch in depth open frame rack. Also need vertical cable management installed on both sides of the rack, with a horizontal cable management piece between the two patch panels and one below the patch panels. This rack should be installed 3 feet from the back of the computer room and a foot from the side of the computer room. All other IT equipment and phones will be handled by the City's information technology department.
- 3.8 The work shall involve installation of new or connecting to existing septic tanks present onsite depending on the available capacity. Contractor is to verify capacity. Septic tank installation shall be coordinated with Pinal County.

4.0 MEASUREMENT AND PAYMENT

Measurement and payment for the system shall be in conformance with General Conditions of the Bid Form.

5.0 SUBMITTALS

Submit descriptive literature, including drawings of equipment that show materials of construction, weights, principal dimensions, and details.

6.0 EVALUATION AND SELECTION

The Owner reserves the right to select any equipment which is deemed to be in its best interest.

7.0 WARRANTY

The Contractor of the scale system shall warrant the system to be of quality construction and free from defective parts and workmanship. In the event a component fails to perform as specified, or is proven defective in service during the Ten (10) years guarantee period, the contractor shall provide a replacement part without cost to the Owner. The Contractor shall further provide, without cost, any such labor as may be required to replace, repair, or modify these components.

The Contractor of the Scale House shall warrant the system to be of quality construction and free of defective parts and workmanship. In the event a component fails to perform as specified, or is proven defective in service during the one (1) year guarantee period, the contractor shall provide a replacement part and repairs without any cost to the Owner. The Contractor shall further provide, without cost, any such labor as may be required to replace, repair, or modify the structure.

8.0 SHOP DRAWINGS

The contractor should submit the shop drawings of all the equipments, appurtenance and connections proposed for or within the system or for any other equivalent system to the OWNER for approval. The contractor obtain City approval prior to any manufacturing and/or installations. Shop drawings are to be prepared/sealed by the appropriate design professional(s) when so required. Work initiated prior to approval of shop drawings will not be approved nor paid for.

9.0 ALTERNATIVES/OPTIONAL WORK

The site improvement may involve some optional work. Please provide pricings on PI/2.

END OF SECTION

EXHIBITS

[illegible]

| MODULAR BUILDING QUOTE SHEET | | | |
|---|---|-----------------|---|
| Cavco West Manufacturer's License #4627 (623) 882-2816 - (800) 432-0598 - Fax (623) 882-2821 Thank you for the Order. | | o# s# ct# | REVISED 11-7-11 |
| <small>THIS SALES ORDER FORM IS DESIGNED WITH THE PRODUCTIONS PROCESS AS THE PRIMARY REASON FOR THE ORDER AND LISTINGS ALTHOUGH IT SHOULD BE CAREFULLY REVIEWED FOR ACCURACY AND COMPLETENESS BY BOTH THE RETAILER AND THE RETAIL CUSTOMER PLEASE KEEP IN MIND THAT THE INFORMATION LISTED HEREIN CONTAINS WORDINGS AND INDUSTRY JARGON THAT DO NOT NECESSARILY MEAN EXACTLY WHAT THEY STATE. FOR EXAMPLE, THE WORDS CHROME AND BRASS REFER TO COLOR RATHER THAN TYPE OF METAL, AND THERE ARE MANY OTHER EXAMPLES LIKE THIS. OF COURSE, THE RIGHT IS RESERVED TO MAKE CHANGES AT ANY TIME, WITHOUT NOTICE IN PRICES, COLOR, MATERIALS, AND/OR SPECIFICATIONS.</small> | | | |
| <div style="display: flex; flex-direction: column; align-items: center;"> <div>MODEL:</div> <div>CG2063-IBC</div> </div> | | | |
| INSGNIA: <input type="text" value="none"/> MBI SEALS: <input type="text"/> LOADS: <input type="text"/> | ENG. STAMPS <input type="text"/> | | DEALER SIGNS: <input type="text"/> |
| <input type="text"/> FLOOR- 50# <input type="text"/> ROOF-20# | METAL INSGNIA PLATES: <input type="text"/> | | CODES: IBC COMMERCIAL SEISMIC: ZONE <input type="text"/> |
| FRAME | | | |
| TYPE: | 10" I-beam basement chassis | | X |
| HITCH: | 4' Detachable Hitch | | X |
| AXLES: | 4 (B / I / B / I) & 2 (B / B) | | X |
| TIRES / RIMS: | New 800's | | X |
| FLOOR | | | |
| UNDERBELLY: | Simplex | | X |
| DECKING: | 3/4" TG Plywood | | X |
| JOISTS: | 2x8 @16" o.c. | | X |
| COVERING: | 12x12 VCT w/ painted baseboards w/4" vinyl cove t/o and 6" vinyl cove restrooms | | X |
| WALLS | | | |
| EXTERIOR: | 2x4 - 96" ht. sidewalls w/ dbl top plate | | X |
| INTERIOR: | 2x w/single top plate | | X |
| INT. PANELING: | Painted 1/2" T&T | | X |
| RESTROOM: | White "rough" 48" FRP overlay behind toilet and lavy | | X |
| DOOR TRIM: | Brown Trimely | | X |
| INT DOORS: | 3-0 Legacy doors | | X |
| HARDWARE: | Stainless steel lever | | X |
| BLINDS: | Aluminum mini blinds COLOR: white | | X |
| ROOF | | | |
| TYPE: | Peaked truss | | X |
| CEILING: | 2x4 T-Grid at 7"10" min ht | | X |
| PITCH: | 3" : 12" min. | | X |
| SPACING: | 16" O.C. | | X |
| COVERING: | 25 year, 3 tab composite shingle | | X |
| SHEATHING: | 1/2" OSB | | X |
| EXTERIORS | | | |
| SIDING: | 7/16" Vertical smart panel | | X |
| SIDING COLOR: | TBD | | X |
| TRIM: | 3" smart | | X |
| TRIM COLOR: | TBD | | X |
| EAVES: | None | | X |
| OVERHANG: | None | | X |
| DOORSHARDWARE: | 36" 18ga flush w/ 16ga KD frame | | 2 |
| HARDWARE: | UL listed panic exit device (grade 2) | | X |
| | Door closer | | X |
| WINDOWS: | White vinyl dual glazed windows t/o except at scale attendant office sidewalls | | 7 |
| | Heavy duty horizontal slider aluminum windows at attendant office sidewalls | | 2 |
| INSULATION | | | |
| FLOOR: | R-22 Unfaced Batt | | X |
| INT. WALLS: | None | | X |
| EXT. WALLS: | R-11 Faced Batt | | X |
| ROOF: | R-30 Batt | | X |
| RESTROOMS | | | |
| TOILETS: | Floor mounted HC height w/ tank | | X |
| LAVIES / FAUCETS: | Wall hung lavy w/ lever faucet | | X |
| SHOWERS: | none | | |
| DIVERTER: | none | | |
| ACCESSORIES: | Tilt Mirros, TP holder, paper towel dispenser | | X |
| GRAB BARS: | 2 | | X |
| FLOOR DRAINS: | none | | X |
| EXHAUST FAN: | Ceiling mounted fan only in restrooms | | X |

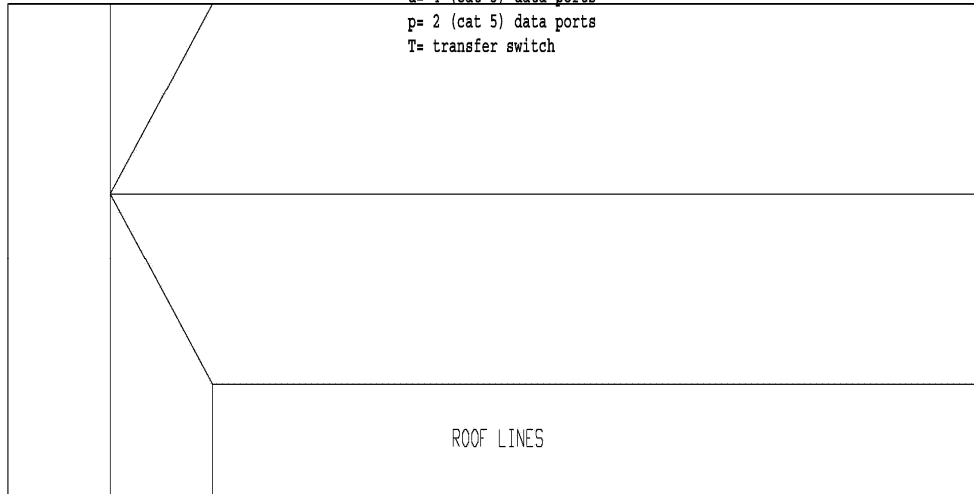
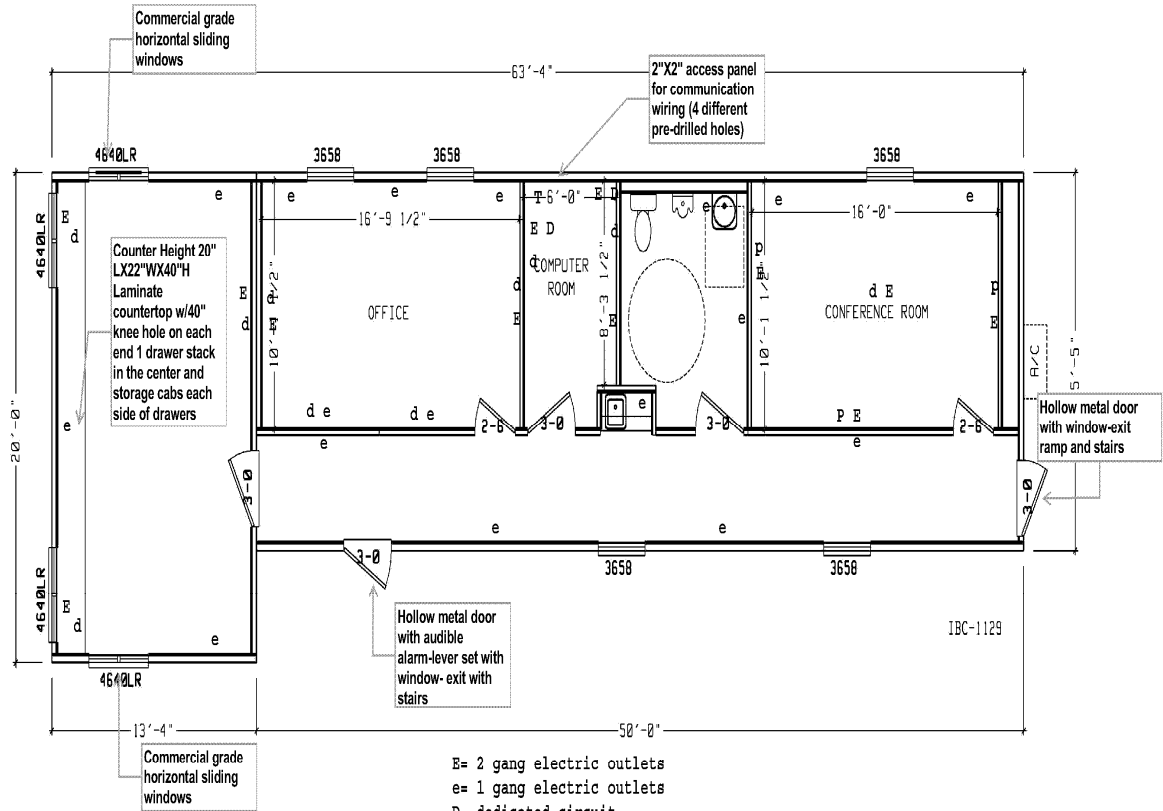
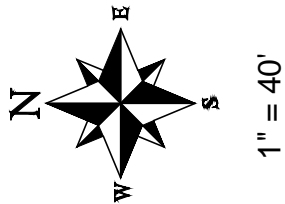
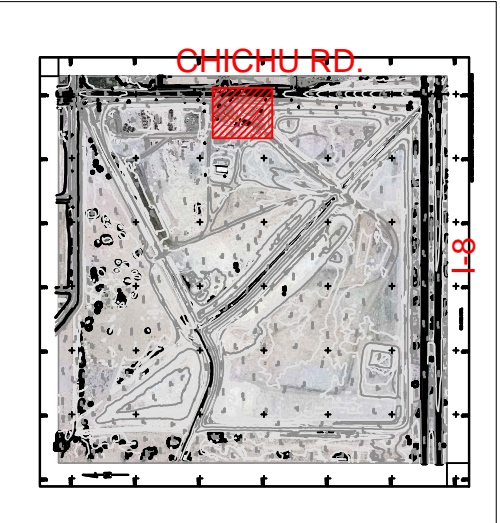
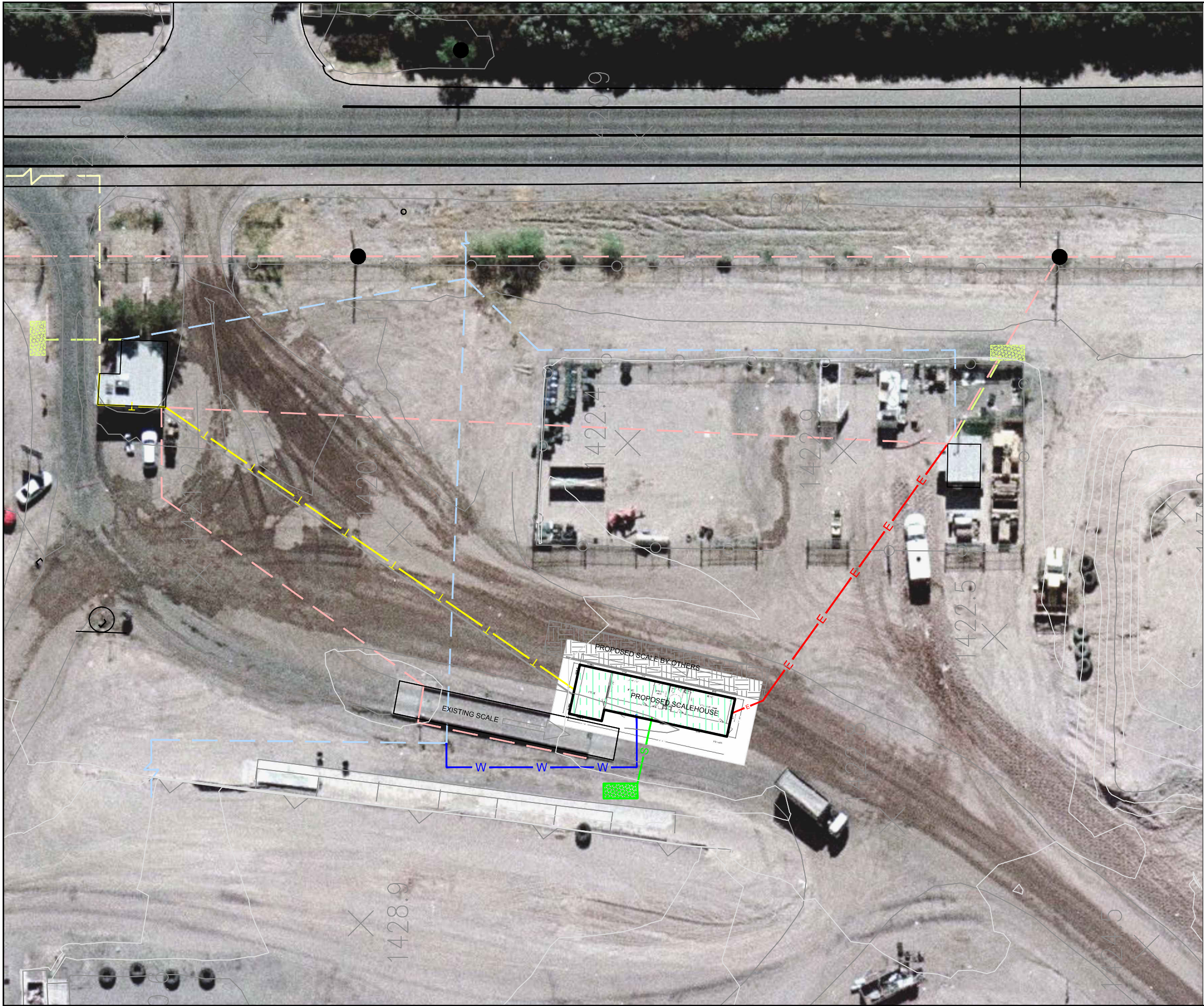




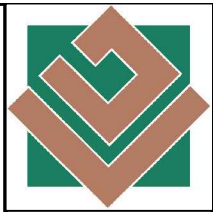
Fig2 – Existing Scale



LEGEND

- SCALE HOUSE
- *EXISTING ELECTRIC
- *EXISTING WATER
- *EXISTING TELEPHONE
- *EXISTING SEPTIC/SEWER
- PROPOSED ELECTRIC
- PROPOSED WATER
- PROPOSED SEPTIC/SEWER
- PROPOSED TELEPHONE
- PROPOSED EMPTY CONDUIT

*LOCATIONS ARE APPROXIMATE. CONTRACT IS TO VERIFY.



PUBLIC WORKS DEPARTMENT
3181 N. LEAR AVE
CASA GRANDE, AZ 85122
(520)421-8625
www.casagrandeaz.gov

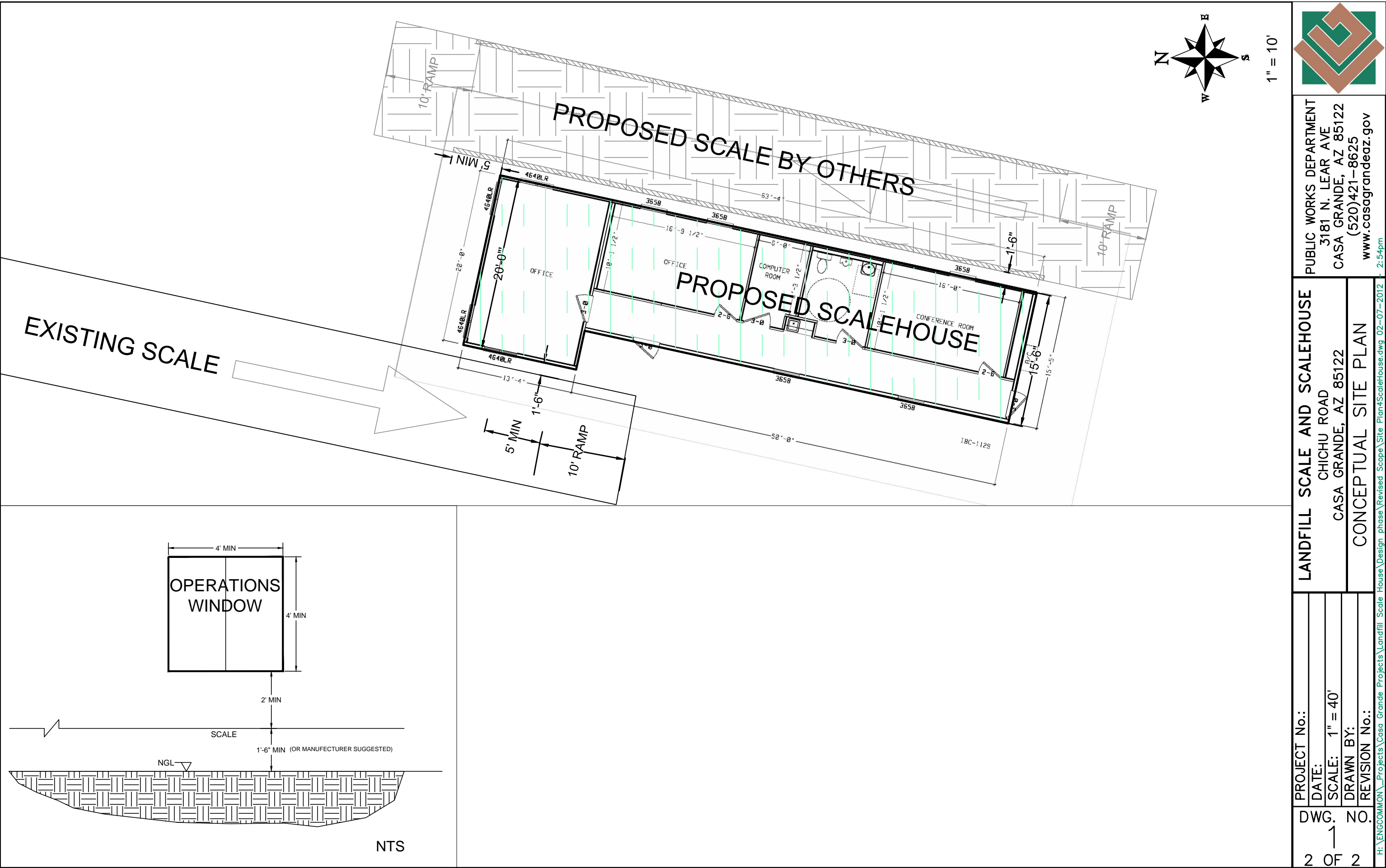
LANDFILL SCALEHOUSE
CHICHU ROAD
CASA GRANDE, AZ 85122


CONCEPTUAL SITE PLAN

PROJECT No.:
DATE:
SCALE: 1" = 40'
DRAWN BY:
REVISION No.:

DWG. NO.
1 OF 2

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| | |
|-------------------------------|---|
| LANDFILL SCALE AND SCALEHOUSE | |
| CHICHU ROAD | |
| CASA GRANDE, AZ 85122 | |
| CONCEPTUAL SITE PLAN | |
| PROJECT No.: | |
| DATE: | |
| SCALE: 1" = 40' | |
| DRAWN BY: | |
| REVISION No.: | |
| DWG. NO. | 1 |
| 2 OF 2 | 2 |

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GEOTECHNICAL FIELD EXPLORATION REPORT

(Separate Attachment)